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interurban railroad company controlled by the general railroad law in regard to the operation of railroads as carriers of passengers?

COMMON CARRIERS—STREET RAILWAY COMPANY—LIABILITY FOR KILLING A DOG.—A street railway company is held, in *Moore v. Charlotte Electric R. L. & P. Co.* (N. C.), 67 L. R. A. 470, not to be liable in damages for the killing of a dog by one of its cars, unless the killing is done wilfully, wantonly, or recklessly.

COMMON CARRIERS—CONTRACTING TO LIMIT COMMON-LAW LIABILITY.—In case of a breach of a carriage contract in a state whose Constitution prohibits the carrier from contracting to limit its common-law liability, it is held, in *Adams Express Co. v. Walker* (Ky.), 67 L. R. A. 412, that the carrier cannot, in the courts of that state, have the benefit of a contract valid where made in another state limiting such liability.

COMMON CARRIERS—CONTRACTING TO LIMIT COMMON-LAW LIABILITY.—The right of a carrier to limit, by special contract, his common-law liability, and thereby to exempt himself from liability for any loss resulting otherwise than by the negligence or misfeasance of himself or his servants, is sustained in *Russell v. Erie R. Co.* (N. J. Err. & App.), 67 L. R. A. 433.

See this subject discussed in 8 Va. Law Reg. 849, and 9 Va. Law Reg. 73, where the Virginia authorities are examined.

COMMON CARRIERS—DELAY BY INITIAL CARRIER.—Delay by the initial carrier in the transportation of goods at a season when weather conditions would naturally produce deterioration in their quality, which may have aided in causing the damaged condition in which they were delivered to the consignee, is held, in *St. Louis, I. M. & S. R. Co. v. Coqlidge* (Ark.), 67 L. R. A. 555, to render it liable for the loss, unless it shows that its delay did not produce the injury in whole or in part, although delay by a connecting carrier is also shown, which might have caused, or contributed to, the injury.

CONNECTING CARRIERS—LOSS OF GOODS—LIABILITY.—In an action brought against three railroad corporations and a steamship company, jointly, or severally, to recover damages for failure to transport and deliver safely certain personal property which the plaintiff shipped at the city of Nashville, in the State of Tennessee, to be delivered at Lynbrook on Long Island, in the State of New York, *Held*, a connecting carrier is not liable for the default of another carrier in performing part of the transportation, where there was merely a traffic agreement for division of profits arising from the transportation. *Wilson v. Louisville & N. R. Co.* (1905), — N. Y. —, 92 N. Y. Supp. 1091.

The theory of the action is that all and each of the corporations are liable by reason of some arrangement or agreement between them, and that they

are to be bound by the undertaking of the initial carrier. This situation must result from some contract or agreement which would constitute the defendants liable for the default of any one of the carriers in performing the contract of transportation. *Swift v. Pacific Mail Steamship Co.*, 106 N. Y. 206, 12 N. E. 583. In the absence of a special contract, the liability of the first carrier ceases when it has safely carried and delivered the shipment to the second without unreasonable delay. *Chicago I. & L. Ry. Co. v. Woodward*, — Ind. —, 72 N. E. 558. Where goods are delivered to a transportation company to be transported over its route, and over several railroads to the place of their destination, the companies having associated and formed a continuous line an intermediate company is liable in the absence of a special contract for the loss of goods happening upon its part of the line. *Barter & Co. v. Wheeler*, 49 N. H. 9, 6 Am. Rep. 434; *Western & Atlantic R. R. v. McDaniel & Strong*, 42 Ga. 641; *Bullock v. Boston & H. Dispatch Co.*, — Mass. —, 72 N. E. 256; *Montgomery & West Point Railroad Co. v. Moore*, 51 Ala. 394; *Lotspeich v. Central R. R. Co. of Georgia*, 73 Ala. 306. Recovery may be had of the initial carrier for injury to perishable goods shipped over connecting lines, caused by negligent delay in transporting though each carrier was guilty of delay, there being no evidence that the damages were caused solely by the delay of the subsequent carriers. *St. Louis I. M. Ry. Co. v. Coolidge*, — Ark. —, 83 S. W. 333. But a mere traffic arrangement for a division of the profits of transportation among different corporations does not create a joint contract. *Merrick v. Gordon*, 20 N. Y. 96.—*Michigan Law Review*.

STATUTE OF FRAUDS—CONTRACT TO LEASE—SPECIFIC PERFORMANCE.—Bill for specific performance of an alleged agreement for a lease. *Held*, A draft of the lease signed by the defendant but not delivered to the plaintiff was admissible in evidence to show the details of the proposed lease previously executed by both parties, the papers, taken together, satisfying the requirements of the statute of frauds. *Charlton v. Columbia Real Estate Co.* (1905), — N. J. —, 60 Atl. Rep. 192.

Four judges dissented from the majority opinion which reverses the former holding reported in 54 Atl. Rep. 444. Had the previous agreement been wholly in parol the dissenting opinion would have had the weight of judicial sanction. *Kopp v. Reiter*, 146 Ill. 437, 22 L. R. A. 273; *Day v. LaCasse*, 85 Me. 242; *Swan v. Burnette*, 89 Cal. 564; *Montauk Assn. v. Daly*, 171 N. Y. 659. There are, however, decisions to the contrary. *McGee v. Blankenship*, 95 N. Car. 563; *Bowles v. Woodson*, 6, Gratt. 78; *Drury v. Young*, 58 Md. 546. In *Freedland v. Charnley*, 80 Ind. 132, and in *Myrick v. Segar*, 102 Ia. 744, an undelivered deed was held inadmissible though supplying the needed details of a prior written agreement. The great weight of authority, however, supports the principal case in that if all the papers taken together contain the completed terms of a contract and each is signed by the party to be charged the delivery of all of them is unnecessary to render the contract enforceable. *Thayer v. Luce*, 22 O. St. 62; *Jenkins v.*